

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/174

TITLE: South West Sydney Legal Centre Enterprise Agreement

I.R.C. NO: 02/1649

DATE APPROVED/COMMENCEMENT: 17 April 2002

TERM: 17 April 2004

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 24 May 2002

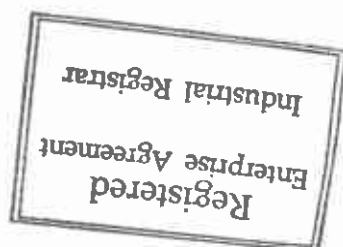
DATE TERMINATED:

NUMBER OF PAGES: 34

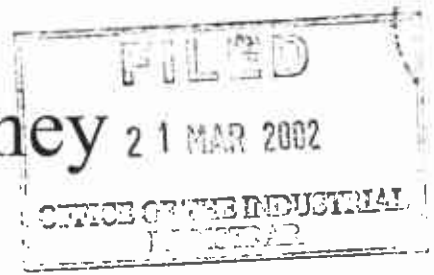
COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employes engaged pursuant to the Social and Community Services (State) Award 2001

PARTIES: South West Sydney Legal Centre -&- the Australian Services Union of N.S.W.

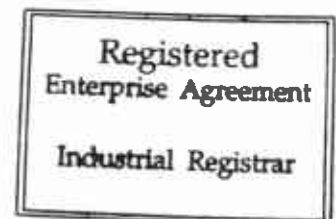


South West Sydney
Legal Centre



Enterprise Agreement

March 2002



[Handwritten signature]

TABLE OF CONTENTS

PART I – OPERATION OF THE AGREEMENT		1
1)	Title	1
2)	Parties bound and coverage	1
3)	Variation and Life of Agreement	1
4)	Access to this Agreement	1
5)	Purpose, interpretation and definitions	1
PART II – ENGAGEMENT OF WORKERS		
6)	Conditions of employment	3
7)	Full-time employment	3
8)	Part-time employment	3
9)	Permanent Employment	4
10)	Casual employment	4
11)	Fixed term employment	4
12)	Probation	5
13)	Recruitment guidelines	5
14)	Subsidised Employment Schemes	5
15)	Job Description	5
16)	Confidentiality	5
PART III – HOURS OF WORK		
17)	Hours of work	6
18)	Call back	6
19)	Flex time, overtime and absences on time-in-lieu	6
20)	Evening Advice Roster	7
21)	Home based work	8
PART IV – CLASSIFICATIONS, TRAINING, WAGES AND SUPERANNUATION		
22)	Rates of pay	9
23)	Higher duties	10
24)	Payment of wages	10
25)	Wage package	11
26)	Staff Appraisal and Development	12
27)	Staff training and development	12
28)	Superannuation	12
PART V – ALLOWANCES AND AMENITIES		
29)	Travelling, meal, motor vehicle and other allowances	13
30)	Amenities	13
31)	Access to the workplace for childcare	14
32)	Occupational Health and Safety	14
33)	Practicing Certificates and Professional Accreditation	14
34)	Vicarious liability	14
PART VI - LEAVE		
35)	Miscellaneous matters	15
36)	Sick leave	15
37)	Carers leave	15
38)	Additional leave relating to chronic or serious illnesses	16
39)	Workers compensation make-up pay.	16
40)	Recreation leave	16
41)	Public holidays	17
42)	Leave without pay	17
43)	Long service leave	17
44)	Parenting leave	18
45)	Maternity leave	18

<p style="text-align: center;">Registered Enterprise Agreement</p> <p style="text-align: center;">Industrial Registrar</p>
--

PL *PL*

46)	Adoption leave	18
47)	Leave for partners	18
48)	Miscellaneous provisions	19
49)	Bereavement leave	19
50)	Special leave	19
51)	Jury service leave	19
52)	Study leave	19
53)	Trade union training leave	20

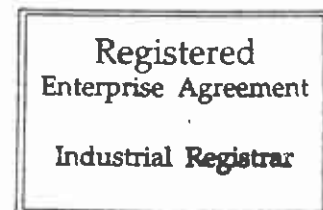
PART VII – GRIEVANCE, COUNSELLING & DISCIPLINARY PROCEDURES, TERMINATION, INTRODUCTION OF CHANGE, AND REDUNDANCY

54)	Grievance and dispute settling procedures	21
55)	Termination of employment	22
56)	Counselling and disciplinary procedures	23
57)	The Counselling and Disciplinary Process	23
58)	Summary dismissal	25
59)	Invalidity	25
60)	Redundancy and the introduction of change	26
61)	Union membership	27
62)	General Savings	27
63)	Anti-discrimination clause	28

ACKNOWLEDGEMENTS

This Enterprise Agreement has been developed from the Model Enterprise Agreement which was developed by Tim Wallace for the Management Support Project of the Combined Community Legal Centres' Group (NSW).

The Management Support Project is funded by the Trustees of the Law Society Solicitors Trust Accounts fund and administered through the Legal Aid Commission of New South Wales.



[Handwritten signatures]

ENTERPRISE AGREEMENT

PART I – OPERATION OF THE AGREEMENT

1) Title

- a) This Agreement is to be known as the South West Sydney Legal Centre Enterprise Agreement.

2) Parties bound and coverage

- a) This Agreement binds:
 - i) the Australian Services Union of NSW (to be referred to in this Agreement as the "Australian Services Union" or "the Union"); and
 - ii) South West Sydney Legal Centre Inc. and its Committee of Management referred to in this Agreement as the Centre and the Management Committee.
- b) This Agreement applies to all current and future workers employed or engaged by South West Sydney Legal Centre Inc. and its Committee of Management.

3) Variation and Life of Agreement

- a) This Agreement will operate on and from the date of approval by the Industrial Relations Commission of NSW (IRC) and continue in force for a period of two years.
- b) This Agreement may be changed by agreement between the parties and upon application to the IRC.

4) Access to this Agreement

- a) A copy of this Agreement will be provided to all existing and new workers and a copy will be kept in a place accessible to all workers.

5) Purpose, interpretation and definitions

- a) South West Sydney Legal Centre Inc. is committed to providing free, independent legal assistance to the public, and works towards reform of the law and the legal system.
- b) This Agreement applies to a Community Legal Centre which encourages co-operative work practices between workers and between workers and the Management Committee.
- c) The purpose of this Agreement is to set out the conditions under which workers are employed. Within the spirit of co-operative work practices, the aim of these employment conditions is to facilitate and support workers in carrying out the functions of the Centre.
- d) As a result, this Agreement should not be interpreted restrictively. It has been written in plain English. If the meaning of a clause or condition is unclear the interpretation to be used is the one which best gives effect to the spirit of the clause and to the Agreement.
- e) There are several references in this Agreement to workers also being entitled to the provisions of Acts of Parliament or government schemes. Wherever there is a conflict between this Agreement and any legislation, enterprise agreement or award or

government scheme, whether or not there is specific reference to the latter, the provision most favourable to the Centre's workers will apply.

f) In this enterprise agreement the following definitions apply:

"Agreement" means the South West Sydney Legal Centre Inc. Enterprise Agreement;

"Centre" means South West Sydney Legal Centre Inc. and its Management Committee;

"Commission" means the NSW Industrial Relations Commission;

"Executive" means the group comprised of the Chairperson, Vice Chairperson, Secretary and Treasurer of the Management Committee and which has powers and authority delegated to it by the Management Committee;

"Management Committee" means the committee of management duly elected according to the South West Sydney Legal Centre Inc. Rules of Association for the Incorporation of Associations;

"Worker" means an employee of South West Sydney Legal Centre Inc.;

"Union" means the Australian Services Union of NSW.

Registered
Enterprise Agreement
Industrial Registrar

Handwritten initials and signature

PART II – ENGAGEMENT OF WORKERS

6) Conditions of employment

Prior to commencing employment the Centre will give each new worker a letter of appointment setting out:

- a) the worker's job description and position title;
 - b) the worker's regular or set hours of work, including whether night work is expected;
 - c) the worker's pay rate under this Agreement;
 - d) the worker's employment status (ie permanent, casual, fixed term or under a subsidised employment scheme);
 - e) the worker's entitlement to, and possible liability to reimburse, the payment of a practicing certificate or other professional fee or accreditation under clause 33;
 - f) the probationary period and review schedule.
- and attaching a copy of this Agreement.

7) Full-time employment

A worker not specifically engaged on a part-time or casual basis is defined as a full-time worker and entitled to full-time benefits.

8) Part-time employment

A part-time worker is a person employed:

- a) other than as a casual; and
 - i) to work a specified number of days and hours that are less than the hours worked by a full-time worker in a fortnight.
 - ii) The minimum hours of duty for a part-time worker on any one day is three hours.
- b) A part time worker may, with the agreement of the Centre, temporarily change their days or hours in a day or total hours of work in a fortnight.
- c) Unless specifically stated, a part time worker has full entitlements under this Agreement proportionate to their total hours compared to that of a full-time worker.
- d) Upon returning from parenting leave a worker is entitled to work part time in the same position they held prior to taking parenting leave or, if this is not reasonably practical, in a position of similar duties and status at hours and days agreed with the Centre and for an agreed period (see also clause 44).
- e) A full time worker may negotiate with the Centre to convert their position to part time, either permanently or for an agreed temporary period.
- f) A worker who has converted from full time employment to part time employment for an agreed temporary period, either following parenting leave or otherwise, is entitled to revert to full time hours before the end of the agreed period provided they have given the Centre a suitable period of notice.

The suitability of the period of notice will depend on all the circumstances of the case, including amongst other matters, whether another worker has been employed as a result of the part time work, the period of part time employment worked and remaining to be worked, the Centre's budget and the worker's reasons for reverting to full time employment.

9) Permanent Employment

A permanent worker is a full-time or part-time worker engaged other than specifically on a casual or fixed term basis or under a subsidised employment scheme. All permanent employees are subject to a satisfactory probationary period.

10) Casual employment

- a) A casual worker is specifically engaged as such, is employed on a daily basis for a minimum shift of three hours and for a total of no more than four hundred and fifty five (455) hours at a time (the equivalent of thirteen (13) weeks full time employment).
- b) A casual worker will be informed in writing upon engagement that:
 - i) they are hired by the hour;
 - ii) subject to being paid a minimum shift of three (3) hours, they will be paid for actual time worked;
 - iii) they are not entitled to payment for public holidays not worked nor payment for paid leave of any type other than Long Service Leave.
- c) A casual worker will be paid the appropriate hourly rate under this Agreement plus a loading of 25% for ordinary working hours.
- d) Where a casual worker is subsequently employed by the Centre on a permanent basis the worker's previous periods of employment in the last six (6) months will be counted as service for all purposes (such as incremental advancement under subclause 22(g)) except for the calculation of leave under this Agreement, but the Long Service Leave Act will continue to apply.

11) Fixed term employment

- a) Subject to subclause (g), a fixed term worker is specifically engaged to work for no more than fifty two (52) weeks, either full-time or part-time:
 - i) in a position which is temporary in nature for a specified period of time; or
 - ii) for the completion of a specified task[s] or project; or
 - iii) to relieve in a vacant position arising from a worker taking leave in accordance with this Agreement.
- b) Unless otherwise stated, fixed term workers are entitled to the full benefits of this Agreement on a proportionate basis.
- c) When offering employment on a fixed term basis to a job applicant, the Centre will advise them in writing of the temporary nature of the employment and the duration of employment.
- d) Where the fixed term employment is as a replacement of another worker who is on leave, the Centre will advise the fixed term worker of the nature of leave taken by the worker they are replacing.
- e) If within three (3) months of ending fixed term employment with the Centre a worker is subsequently re-employed as a permanent worker, the fixed term employment will count as service under this Agreement for all purposes (except for specific leave entitlements if any periods of that leave were taken or paid out under the fixed term employment).
- f) The employment of a fixed term worker may be extended once only, and only up to a total employment of eighteen (18) months. Any additional extension will only be with

[Handwritten signatures]

the written agreement of the Union.

- g) A worker whose fixed term employment extends beyond eighteen (18) months without the agreement of the Union will be deemed to be a permanent worker. This subclause applies only to workers whose employment commenced within the twelve (12) months before this Agreement or afterwards.
- h) The Centre may under subclause (a), with the prior written agreement of the Union, appoint a fixed term worker for a period greater than fifty two (52) weeks.
- i) For the purposes of the recruitment guidelines, a "temporary worker" as defined in that policy will be appointed under this clause as a fixed term worker.

12) Probation

- a) All permanent, fixed term & sessional workers shall be engaged as a probationary employee during an initial probationary period of up to three (3) months duration. During this period workers work performance and conduct will be reviewed. On completion of a satisfactory probationary period permanent workers will then be offered permanent employment and fixed term workers will be offered a continuation of their fixed term contract.
- b) Where the Centre management has determined that the probationary employee has not satisfactorily met work performance requirements the probationary period may be increased by up to three months.

13) Recruitment guidelines

This Agreement is to be read in association with the guidelines set out in the Centre's "Recruitment and Selection Policy".

14) Subsidised Employment Schemes

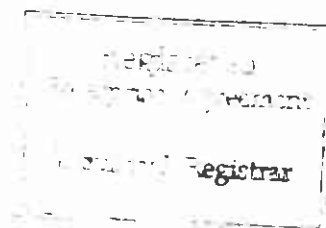
Workers employed by the Centre under a government-sponsored employment scheme, such as Jobskills or Jobstart, will be employed in accordance with the requirements of the particular scheme.

15) Job Description

- a) A worker's job description, as provided to them by the Centre under clause 6, will not be altered except by agreement between the Centre and the worker, subject to the Centre's powers under clause 60 relating to "Redundancy and the Introduction of Change".
- b) Individual job descriptions will be reviewed annually through the Staff Appraisal and Development System that is set out in clause 26.

16) Confidentiality

The Centre will maintain the confidentiality of all matters relating to or affecting the employment of a worker, subject to any provision within this Agreement or under legislation that allows otherwise.



Handwritten signatures and initials, including 'PK'.

PART III – HOURS OF WORK

17) Hours of work

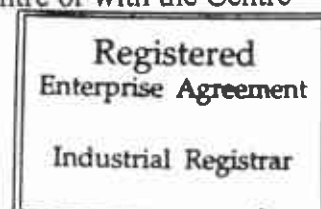
- a) The Ordinary hours for the Centre are any 7 hours worked between 8am – 7pm plus one night per week up to 9pm.
- b) For the purposes of this Agreement the ordinary full time working hours is seventy (70) hours per fortnight based on a thirty five (35) hour week, Monday to Friday
- c) The standard hours for start and finish of work will be set out in a worker's letter of offer. The nature of an individual worker's job may demand attendance at specific hours, such as to coincide with public opening hours, and this will be reflected in their letter of offer. However, in general workers' starting and finishing times are flexible and workers are expected to work an average of seven (7) hours per day between the hours of 8am and 6pm with one hour off for lunch without pay. Selection of starting and finishing times should be made with a view to maximising staff during the operating hours of the Centre of 9.30am to 4.30pm.
- d) Core hours will be 10am to 4pm and the worker will normally work these hours unless agreed between the worker and the Management Committee.
- e) When a worker is required to participate in the Centre's evening advice roster (see cl 20) they will be entitled and encouraged to commence work on that day at 2pm.
- f) When a worker travels from home to a different work location, any time additional to the time a worker normally travels to reach work will be considered work time.
- g) No worker will be required to work in excess of four (4) hours without a meal break.
- h) Meal breaks are unpaid, from 30 minutes up to 2 hours, generally between 12 noon and 2pm at times convenient to the needs of the worker and the Centre.
- i) Workers may take morning and afternoon tea breaks of 10 minutes on paid time.
- j) Workers are required to maintain time sheets of their hours of attendance in the format approved by the Centre.

18) Call back

- a) Where due to exceptional circumstances, either at the direction of the Centre or in an emergency, a worker is "called back" to work (for example, in an evening or on a weekend) having left the place of employment, they will be entitled to a minimum payment of three (3) hours work, without necessarily having to work that full period.
- b) Where the work performed on a call back falls on a day of time-in-lieu, the worker will be allowed to be absent on another day as time in lieu.
- c) These hours will be treated as overtime and be added to the worker's time-in-lieu credits under clause 19.

19) Flex time, overtime and absences on time-in-lieu

- a) Any hours worked overtime or above a worker's fortnightly hours under the Centre's flex time system, will be recompensed through the time in lieu system (see below) except casuals who will receive additional payment at the rate of single time plus loading. This clause applies to full time, part time and fixed term workers.
- b) Overtime means work performed at the direction of the Centre or with the Centre Coordinator's prior approval.
- c) outside the hours of 8am to 7pm Monday to Friday; or
- d) on days on which the worker is not scheduled to work;



- e) and workers are entitled to take time off duty in lieu of payment of those hours worked overtime at the rate of -
 - i) one and a half hours off for each hour worked on a weekday
 - ii) two hours off for each hour worked on a weekend or public holiday.
- f) Where through the Centre's flexible starting and finishing times a worker performs, in addition to work performed overtime under subclause (a), work in excess of the worker's ordinary fortnightly hours in a pay period, they will be entitled to time off in lieu of payment of that excess on the basis of one hour for each hour worked.
- g) Workers will be entitled to accumulate time in lieu credits under subclauses (b) and (c) from one pay period to the next, provided that the credits do not exceed 21 hours, for 6 consecutive pay periods (three (3) months) only.
- h) Any credits accumulated in excess of the maximum without prior approval of the Centre Coordinator, will be forfeited.
- i) Any credits outstanding at the end of the quarter i.e. 6 consecutive pay periods without prior approval of the Centre Coordinator, will be forfeited.
- j) The Centre Coordinator may direct a worker to be absent on time in lieu, up to the maximum of their total current credits, where the Centre Coordinator believes there has been a pattern of forfeiting time in lieu credits or working excessive hours.
- k) Workers may anticipate the accumulation of credits by being absent on time in lieu, provided that by the end of a pay fortnight the worker does not have a debit of more than 7 hours time in lieu.
- l) Absences on time-in-lieu may be for a full or part day and will normally be arranged through team meetings and approved by the Centre Coordinator. Absences will be at times consistent with the needs of a worker's position and of the Centre, and at times suitable to the personal needs of the worker.
- m) No worker will be entitled to take off more than one week time in lieu in one block, and only twice in a year.
- n) A worker is expected to reduce their accumulated time in lieu to zero by the end of their employment, and to assist in this the Centre may, in some cases, direct a worker to be absent on time in lieu. However, any debit at the end of employment will be deducted from salary.
- o) Where exceptional or unforeseen circumstances have not made it possible for a worker to reduce their time in lieu to zero the credits will be paid out upon ending employment, but otherwise credits will not be paid out.
- p) Workers will be required by the Centre to perform overtime only after being given reasonable notice or in emergency situations.
- q) A worker performing overtime is entitled to childcare costs in accordance with the provisions of subclause 29 (j).

20) Evening Advice Roster

- a) The Centre operates an evening service of advice to the public, which involves volunteers assisting and advising clients with the assistance of a worker from the Centre.
- b) This service may generally operate from 6pm – 9pm, and workers who supervise this service will be recompensed in accordance with subclause (d).
- c) In offering employment to a worker the Centre will advise whether evening work is required and confirm this in the letter of appointment.
- d) In consideration of the responsibilities involved in supervising an evening advice session, being responsibilities beyond any normal supervisory duties a solicitor

performs, a solicitor will receive a supervision allowance at the rate set out in Table 1.

21) Home based work

- a) With the prior agreement of the Centre Management Committee a worker may for an agreed period perform part of their duties at home.
- b) An agreement for a worker to perform duties at home must set out:
 - i) the days and hours of work, and the range of duties, to be performed at the Centre's premises and at the home based work site, provided that duties are performed at the Centre's premises at least one day a week;
 - ii) the equipment, materials and facilities to be provided by the Centre and any agreement as to ownership of these;
 - iii) the equipment, materials and facilities to be provided by the worker and any agreement as to the Centre's contribution to the cost of providing or maintaining these;
 - iv) an initial trial period of no more than three (3) months;
 - v) the duration of the arrangement and the date of renewal and further review;
 - vi) the Centre's statutory obligations for ensuring the health and safety of the worker while undertaking home based work and the employer's obligation to maintain appropriate and relevant levels of insurance;
 - vii) the worker's ability to terminate the arrangement with suitable notice, to be judged in all the circumstances;
 - viii) the right of the Centre, Workcover and other nominated persons or organisations to inspect the worker's home based work site, and limits to that right;
 - ix) the methods of communicating to the worker all decisions or developments within the Centre or other information which is relevant to the worker; and
 - x) any other relevant matter.
- c) Nothing in subclause (b) prevents ad hoc or one-off occasions of a worker performing duties at home, provided the Centre Coordinator gives prior approval.



[Handwritten signature] *[Handwritten initials]*

PART IV – CLASSIFICATIONS, TRAINING, WAGES AND SUPERANNUATION

22) Rates of pay

a) From the date of registration pay rates for workers will be as follows:

Grade 1

Assistant Administrators, Clerical Support, Word Processing/Data Entry Clerk

Level	Yearly	Hourly
1	24,690	13.53
2	25,800	14.14
3	26,551	14.55
4	27,567	15.11

Grade 2/3

Community Development Workers, Tenancy Workers, Administrators, DVCAS Support Workers, and Project Workers.

Level	Yearly	Hourly
1	27,970	15.33
2	28,813	15.79
3	29,841	16.35
4	30,972	16.97
5	32,103	17.59
6	33,154	18.17
7	34,365	18.83
8	35,600	19.51
9	37,000	20.28

Grade 4

General Solicitors, Child Support Solicitors, DVCAS Coordinators, Tenancy Supervisor.

Level	Yearly	Hourly
1	38,200	20.93
2	39,400	21.59
3	40,600	22.25
4	43,521	23.85

Grade 5

Principal Solicitor

Level	Yearly	Hourly
1	44,440	24.35
2	45,571	24.97

Grade 6

Centre Coordinator

Level	Yearly	Hourly
1	47,833	26.21
2	48,964	26.83

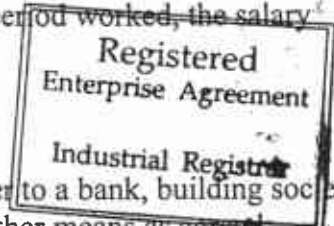
- b) From the 28th May, 2002 pay rates and classifications for Grade 5 & 6 will be as per the Social and Community Services (SACS) award.
- c) From the 28th November 2002 pay rates and classifications for Grades 1 to 6 inclusive will be in accordance with the Social and Community Services (SACS) award.
- d) The starting salary for a new worker ranges from Grade 1 level 1 to Grade 6 level 2 depending on qualifications and experience.
- e) The starting salary for a new worker is dependent on qualifications for the job and relevant voluntary and paid work experience.
- f) The Centre may appoint a specialist worker at a salary above Grade 6 level 2, if they are employed to do a project which requires a specific expertise or have experience which is not widely available in the labour market. Decisions to appoint a specialist worker above the salary grade must be approved by the Management Committee in consultation with staff at a staff meeting and consideration must be given to the Centre's budgetary position.
- g) Movement to the next salary level within the salary grade is by automatic increment, based on 12 months service with the Centre.
- h) Salary rates may increase but not decrease. The amended salary rates are deemed to be the salary rates of this Agreement, which will be no less than the appropriate award rates, in force, from time to time.
- i) All future pay rises will be in accordance with the SACS award.
- j) The "Grandfather Clause" referred to in this Enterprise Agreement and related documents refers to staff, employed by South West Sydney Legal Centre Incorporated as at the date of registration of this agreement, who receive or who are entitled to receive a travel allowance, in accordance with the conditions in their individual work contracts.
 - i) Where an existing worker's salary (including travel allowance), is higher than the salary level of the salary grade relevant to the workers qualifications and experience, the worker will remain on their existing salary and will not receive a wage increase/ increment until their salary (including travel allowance) is less than the salary level according to their years of service. If an existing worker is at the top of the salary grade then no further increments will occur.
 - ii) The existing workers effected will be advised in writing.

23) Higher duties

- a) A worker who is required by the Management Committee or the Centre Coordinator to perform, for at least half a day, the duties of another worker in a higher classification under this Agreement will be paid, for the period worked, the salary prescribed for that higher position.

24) Payment of wages

- a) Wages will be paid fortnightly by electronic funds transfer to a bank, building society or credit union account nominated by the worker, or by other means as agreed between the Centre and the worker.
- b) Wages will be paid in arrears on a Wednesday for the fortnight ending on that Wednesday.
- c) The fortnightly rate of salary is equivalent to the annual gross salary divided by 26.07.
- d) The Centre will deduct from salary income tax required to be paid to the Australian Taxation Office and such other amounts as are authorised in writing by the worker.



[Handwritten signatures and initials]

- e) Each worker will receive a pay slip on or before pay day, setting out the gross and net salary, allowances paid, tax and other amounts deducted, superannuation payments and the net amount to be paid.
- f) Upon ending employment, wages due to a worker will be paid on the last day of work or, by arrangement with the worker, either forwarded by post or deposited into the worker's bank account on the next working day.

25) Wage package

- a) The Centre offers its workers the option of a "wage package". This means sacrificing a specified amount of gross salary in return for the payment by the Centre of an equal amount of money to a nominated utility, loan or recurrent liability of the worker.
- b) The wage package increases the overall financial benefit the worker receives from the Centre by reducing annual gross income, and thus tax liability, and redirecting the deducted gross income, paid monthly and without attracting a tax liability, towards reducing a debt or liability the worker has.
- c) Without being limiting, examples of payments the Centre can make under this arrangement include the repayment of a personal or home loan, electricity or other utility bills or rent. The payment must not be made to the worker personally or to a dependent, nor to a bank or other account which the worker may access and draw upon.
- d) A worker choosing to take up the option of a wage package may choose after 12 months whether or not to continue it.
- e) The wage package is available to all permanent workers, and to fixed term workers appointed for an initial period of at least 6 months.
- f) Under the wage package arrangement the worker will be given monthly cheques made out to a nominated recipient and it will be the worker's responsibility to forward the cheque to that recipient.
- g) The calculation and payment of all annual leave, leave loading, Christmas shutdown leave and employer superannuation contributions will reflect the annual gross salary the worker would receive but for the wage package.

The taxable annual salary of the worker will represent the sum of the above payments for annual leave and Christmas shutdown plus all other fortnightly payments at the reduced, wage package gross salary.

- h) In responding to third parties that the worker has authorised to confirm the worker's salary, for example, loan creditors in advance of finalising a loan, the Centre will refer to the annual gross salary the worker would receive but for the wage package.
- i) The amount of gross salary to be subject to the wage package arrangements will be set by the Management Committee in consultation with workers and the Union.
- j) This clause is subject to the capacity of the Centre to offer a wage package consistent

with Australian tax laws and where these laws are amended, after the date of this Agreement, this clause may be correspondingly amended by the Centre following consultation with the Union.

26) Staff Appraisal and Development

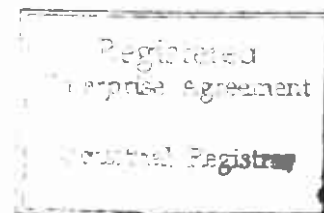
- a) After three months employment, and at each anniversary of beginning employment, a worker will undergo an appraisal of their needs for staff development and support.
- b) The Staff Appraisal and Development System is not in any way associated with probation or the counselling or disciplinary process. It is aimed at giving the worker a forum to assess their work performance and skills, receive feedback, identify staff development and training needs, and to set achievable goals for themselves.
- c) Staff appraisal and development will occur in accordance with the Centre's staff appraisal policy.

27) Staff training and development

- a) The Centre is committed to ensuring that workers maintain and develop their skills and knowledge, particularly through access to training. The Centre regards training and staff development as being inherent in a worker's employment.
- b) The Centre will encourage workers to undertake training, and the staff appraisal will be one method of identifying training needs. Training may be to enhance a worker's skills or knowledge in relation to their current position but may also be to assist them in their career development.
- c) In general, and subject to prior approval, attendance at training courses, workshops and conferences will be on paid time. Attendance at tertiary education courses is addressed by clauses 52.
- d) A worker may temporarily transfer to other duties to gain experience or undertake on-the-job training as part of an agreed staff development strategy.

28) Superannuation

- a) Calculated from the date of appointment the Centre will contribute in respect of a worker, the prescribed amount of gross salary, as set out in the Federal Legislation or relevant award, to the Health Employees Superannuation Trust of Australia (HESTA), unless the worker nominates another qualifying fund.
- b) The Centre will increase contributions in line with any changes in the Commonwealth Superannuation Guarantee Scheme.



PART V – ALLOWANCES AND AMENITIES

29) Travelling, meal, motor vehicle and other allowances

- a) When a worker is required by the Centre to use their own vehicle for work they are entitled to a per kilometer allowance at the rate set out in the Australian Tax Office Schedules relevant to government employees.
- b) When a worker is required by the Centre to use their own vehicle for work and has an accident or their car is damaged, the Centre will cover the cost of any basic insurance excess or, will meet the cost of repairs up to the maximum amount set out in Table 1.
- c) Clauses 29a & 29b apply only to registered vehicles and workers with a current drivers license.
- d) The Centre will reimburse all reasonable expenses, including telephone calls and travel expenses, incurred by a worker in the course of carrying out their work, provided that proof of expenses is provided.
- e) The Centre will meet the cost of a taxi or other secure transport from work to home where a worker is required to finish work at a time, such as after dark or after 8.30pm, where the worker's usual means of transport is not a safe or viable alternative.
- f) A worker required to stay away from home overnight due to work commitments will be entitled to meal and accommodation allowances at the rate set out in the Australian Tax Office Schedules (except where accommodation and/or food has been paid by the Centre, e.g. as part of conference registration costs).
- g) As is set out in clauses 20, solicitors supervising the evening volunteer solicitors will receive a supervision allowance at the rate set out in Table 1.
- h) A worker required by the Centre to work overtime beyond 7pm (more than 7 hours in a week day) or for more than four (4) hours on a weekend will be entitled to a meal allowance at the rate set out in the Australian Tax Office Schedules.
- i) The value of the allowances set out in the Australian Tax Office Schedules will be reviewed by the Centre annually as part of the salary review under clause 22.
- j) The Centre will meet the reasonable cost of childcare incurred by a worker as a result of working overtime at the direction of the Centre or being absent from home overnight due to work commitments.
- k) If an existing worker who receives a salary (including travel allowance) has travel expenses greater than the difference between their salary (including travel allowance) and the salary level then a claim for reimbursements can be made. If not, then no claim for travel reimbursements is to be paid. (In accordance with clause 22j)

30) Amenities

The Centre will provide workers with:

- a) reasonable toilet and washing facilities;
- b) adequate and appropriate facilities for tea or coffee and meal breaks, including a microwave;
- c) reasonable heating and cooling appliances to ensure the working environment is healthy and safe; and
- d) adequate and appropriate accommodation to enable workers to perform their duties.

31) Access to the workplace for childcare

Where unforeseen circumstances arise which make alternative childcare arrangements impractical, a worker responsible for the care of a child may bring the child to work if it does not conflict with the performance of the worker's or other workers' duties.

32) Occupational Health and Safety

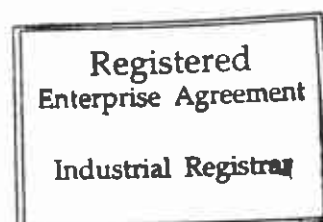
- a) The Centre will take all reasonable action to ensure the health and safety of workers and implement appropriate health and safety policies and practices.
- b) The Centre will maintain a first aid kit to the standard recommended by the St John's Ambulance Society.
- c) The Centre will not permit smoking on its premises.
- d) When the Centre's workers are unable to work because a hazard within the working environment presents a real, or reasonably perceived, immediate risk of injury or detriment to their health, and no alternative work arrangement can be made, the resulting absence from work will be on paid time.
- e) The preceding clause does not apply to a worker who is involved in a rehabilitation program, whether or not it's the subject of a workers compensation claim, nor to a worker whose work environment has been modified to accommodate a physical or intellectual limitation; in each of these cases the relevant workers compensation or anti-discrimination legislation will continue to apply.
- f) Workers will not use a keyboard for a continuous period longer than 60 minutes without taking a 10 minute break, nor for more than four (4) hours in total in a day.

33) Practicing Certificates and Professional Accreditation

All workers are required to cover the up front cost of their practicing certificate or other professional fees or accreditation. However the Centre will reimburse the worker the dollar value of the percentage of use of the above stated certificate, fees or accreditation by the Centre. This reimbursement will be by way of a monthly repayment to the worker or a lump sum repayment at the end of the completed 12 month practice period.

34) Vicarious liability

The Centre will be responsible in accordance with the Employees Liability Act 1991 to indemnify workers against liability for any civil liability arising out of the course of workers' employment.



[Handwritten signatures and initials]

PART VI - LEAVE

35) Miscellaneous matters

- a) Unless it is stated to the contrary, all leave counts as service and does not break continuity of service.
- b) Unless it is stated to the contrary, in exceptional circumstances and where it is fair and equitable to do so, the Management Committee may grant a worker additional periods of any leave under this Agreement.
- c) Unless specifically stated, a part time worker has full leave entitlements under this Agreement proportionate to their total hours compared to that of a full-time worker.

36) Sick leave

- a) A worker is entitled to ten (10) days (seventy (70) hours equivalent) paid sick leave in each year of service, with any unused credit being carried over to accumulate with following years' credits up to a limit of fifty (50) days (three hundred and fifty (350) hours). Any unused credit at the end of employment will not be paid out, subject to clause 59 dealing with invalidity.
- b) Not more than two (2) consecutive days in any one period of sick leave may be taken without producing a medical certificate for the worker.
- c) A worker should make all reasonable efforts to give the Centre Coordinator early notice of their absence from work.
- d) Where a worker would have been entitled to sick leave but for being absent on time in lieu, sick leave will be paid for the relevant period and the equivalent period of time in lieu will be re-credited.
- e) Where a worker is receiving workers compensation payments for an injury not related to the employment with the Centre, and the payments are less than the worker's ordinary weekly earnings, the worker may elect to be paid the difference from their sick leave credits.

37) Carers leave

- a) A worker is entitled to seven (7) days (forty nine (49) hours) paid carers leave in each year of service, with any unused credit accumulating to a maximum of twenty eight (28) days (one hundred and ninety six (196) hours).
- b) Carers leave may be used when a worker needs to attend to or care for a person with whom the worker has a bona fide domestic or familial relationship or other significant bond.
- c) Not more than two (2) days in any one period of carers leave may be taken without producing a medical certificate for the person in their care.
- d) A worker should make all reasonable efforts to give the Centre Coordinator early notice of their absence from work.
- e) Where a worker has exhausted their carers leave credits the Management Committee has the discretion to advance the worker's carers leave credits from the coming year. The worker shall be able to access their sick leave credits for the purposes of caring for someone in accordance with the award.
- f) Where a worker would have been entitled to carers leave but for being absent on time in lieu, carers leave will be paid for the relevant period and the equivalent period of time in lieu will be re-credited.

- g) where all carers leave under this clause is exhausted, the provisions of the Social and Community Services Employees (State) award apply.

38) Additional leave relating to chronic or serious illnesses

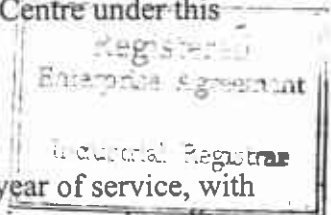
- a) A worker who has a serious or chronic illness or condition, or a worker caring for someone with a serious or chronic illness or condition, is entitled to a further five (5) days (thirty-five (35) hours) paid leave each year if all sick leave and carers leave has been used.
- b) This leave is not cumulative from year to year and to be eligible for this leave the worker must have produced, at the time of the leave or previously, a doctors certificate relating to the chronic or serious illness or condition.

39) Workers compensation make-up pay.

- a) Where a worker is receiving Workers compensation payments for an injury arising out of the workers' employment with the Centre, and those payments are less than the worker's ordinary weekly earnings, the Centre will make up the difference by additional payments to the worker.
- b) Payments under subclause (a) will continue for a total number of twenty six (26) weeks, over one or more separate periods in respect of the one injury.
- c) The Centre's liability under subclause (a) arises at the date of injury and the Centre remains liable for these payments even where the worker's employment has been terminated for any reason.
- d) The liability of the Centre to make payments under this clause is limited to a period of incapacity that occurs after this agreement and where that incapacity relates to an injury received within six (6) months prior to the date of this Agreement.
- e) The worker may elect to use their sick leave credits to make up the shortfall in workers compensation payments if and when payments by the Centre under this clause have ceased.

40) Recreation leave

- a) A worker is entitled to five (5) weeks recreation leave in each year of service, with any unused credit being carried over to accumulate with following years' credits. Leave will accumulate at the rate of one and one quarter (1 1/4) weeks per quarter.
- b) A worker planning recreation leave will consult other workers through team and staff meetings about a period of leave that is consistent with the needs of the worker's position and of the Centre, and that is suitable to the personal needs of the worker. The worker must formally seek approval from the Centre Coordinator for leave.
- c) Any public holiday during a worker's recreation leave will be counted and paid as such, and not as recreation leave, if the worker would otherwise have been entitled to that public holiday.
- d) Recreation leave should not be accumulated beyond a maximum of eight (8) weeks, and the Centre Coordinator will consult a worker about a suitable time to take leave in advance of the worker exceeding the maximum. A worker will not forfeit any leave above eight (8) weeks, but the Centre Coordinator may direct a worker to take leave so as to keep it below the maximum.
- e) Except at the end of a worker's employment, recreation leave will not be paid unless the worker takes the corresponding period of absence from work.
- f) When a worker finishes employment they will be paid all accrued recreation leave



[Handwritten signature]

[Handwritten initials]

plus leave loading.

- g) The rate of pay for recreation leave is the ordinary rate of salary plus a leave loading bonus of 17.5% of the gross salary for the period of leave. However, where the Centre has allowed a worker to anticipate future leave credits, leave loading will not be paid on that portion of recreation leave until the date the leave credit would otherwise have accrued.
- h) Where a worker would have been entitled to sick leave or carers leave but for being on recreation leave, sick leave or carers leave will be paid for the relevant period and the equivalent period of recreation leave will be re-credited.
- i) The Centre Coordinator may in appropriate circumstances allow a worker to anticipate future leave credits.
- j) The provisions of the Annual Holidays Act 1944 also apply.

41) Public holidays

- a) Workers will be entitled to paid leave for a day duly proclaimed by the NSW Government as being a public holiday, provided the worker is otherwise due to work on that day.
- b) Where a part time worker of twenty one (21) hours or more per week is not due to work on the day of a public holiday, and therefore not entitled to paid leave, they will be credited with pro rata time in lieu in respect of that public holiday.
- c) By agreement between the Centre and a worker another day may be substituted for any public holiday.
- d) Leave during Christmas closure
 - i) The Centre closes over the Christmas period for a period of five (5) working days plus the public holidays of Christmas Day, Boxing Day and New Years Day. Workers will receive their ordinary weekly pay for this time.
 - ii) This period of leave is in part consideration of work performed as overtime.
 - iii) This leave is not recreation leave and cannot be deferred or accrued or paid out on termination.

42) Leave without pay

- a) The Centre Coordinator may grant a worker leave without pay for up to five (5) days in any one block for any purpose. Leave without pay for longer than five (5) days must be approved by the Management Committee, in consultation with staff.
- b) Leave without pay in a block of more than five (5) days does not break continuity of service but does not count as service for the purposes of calculating increments or any entitlements to leave under this Agreement.

43) Long service leave

- a) Workers are entitled to and accrue paid long service leave in accordance with the Long Service Leave Act 1955 (NSW), except workers may take paid leave after five (5) years continuous service on the basis of:
 - i) five (5) weeks leave at five (5) years service;
 - ii) pro rata up to ten (10) weeks for between five (5) and ten (10) years service; and
 - iii) pro rata for years of service over ten (10) years service.
- b) Accrued long service leave credits will be paid out on termination of employment, including resignation or retirement, after five (5) years service, except where

termination was by summary dismissal under clause 58.

- c) However, where any time after twelve (12) months service a worker resigns due to ill-health, supported by appropriate medical evidence, or terminated on the grounds of invalidity under clause 59, accrued long service leave credits will be paid out.

44) Parenting leave

- a) After twelve (12) months service a worker is entitled to fifty two (52) weeks parenting leave, in one or two unbroken periods, provided the worker presents documentary evidence of the expected date of the birth or adoption of their child.
- b) Parenting leave may be taken, in the case of a pregnant worker, from within 6 weeks of the expected date of birth of the child or, in the case of adoption, from one week prior to taking custody of the child in anticipation of adoption, and in any other case from the date of birth or adoption.

45) Maternity leave

- a) A female worker taking leave for the birth of her child will be entitled to six (6) weeks paid leave on full pay and six (6) weeks paid leave at half pay and the balance unpaid, including six (6) weeks compulsory leave immediately following birth, with all periods of leave to be completed within twelve (12) months of the child's birth.
- b) These paid leave credits may also be used for any absences covered by the relevant legislation, namely illness related to pregnancy, miscarriage, still birth or termination.
- c) At least ten (10) weeks prior to the presumed date of confinement the worker will give the Centre Coordinator written notice of that date of confinement. The worker will also give the Centre Coordinator at least four (4) weeks written notice of the proposed start of her parenting leave and of the intended duration of the leave.

46) Adoption leave

- a) A worker taking leave to adopt a child, if they are to be the primary carer of the child, is entitled to five (5) weeks paid leave and the balance unpaid with all periods of leave to be taken within two years after adoption.
- b) In this clause a child refers to a person under the age of 16 years who has not previously lived continuously with the worker for at least 6 months or who is not a step-child of the worker or their partner.
- c) As promptly as possible following the worker receiving the relevant government approval to adopt, the worker will advise the Centre Coordinator of this approval. Either at the same time or as soon as is reasonable having regard to the circumstances of the adoption, the worker will advise the Centre Coordinator of the intended period of parenting leave to be taken.
- d) Workers wishing to attend interviews, workshops, court attendance's, medical examinations or other necessary matters for the purpose of adopting a child are entitled to up to two (2) days unpaid special adoption leave.
- e) Where an adoption does not proceed, the associated leave will be cancelled.

47) Leave for partners

- a) A worker whose partner has either adopted or given birth to a child is entitled to two (2) weeks paid leave and the balance unpaid, if they are to become the primary carer of the child, provided that their partner:

- b) is employed and entitled to three (3) weeks or less paid parenting/maternity leave; and
- c) is returning to work within six (6) weeks of the child being born.

48) Miscellaneous provisions

- a) A worker may elect to convert a period of paid leave to half pay over double the period.
- b) Upon returning from parenting leave a worker is entitled to return to their previous position at the pre-leave hours and conditions of employment.
- c) Absence on unpaid parental leave does not break continuity of service but does not count as service for the purposes of calculating increments or any entitlements to leave under this Agreement. The conversion of full pay leave to half pay over double the period is to be regarded, for the purpose of calculating periods service, as being the period of full pay leave.

49) Bereavement leave

- a) A worker may take three days paid leave a year (non-cumulative) in the event of the death of a person with whom the worker has a bona fide domestic or familial relationship, or other significant bond.
- b) This clause extends to the obligation of a worker under Aboriginal or Torres Strait Islander custom or traditional law to participate in ceremonial activities related to bereavement.
- c) In respect of a worker obliged to participate in ceremonial activities related to bereavement, the Centre will give special consideration to any request, under subclause 35(b), to extend the paid or unpaid leave available under this clause.
- d) The Centre Coordinator may require the worker to provide reasonable evidence of the death and may extend the period of leave on compassionate grounds.

50) Special leave

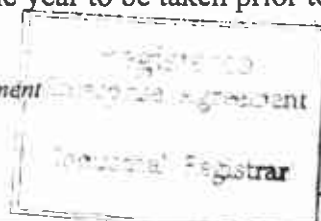
A worker may take one (1) day special leave per annum for the purpose of moving house.

51) Jury service leave

- a) The employer shall reimburse a full time, part time or fixed term employee required to attend jury service during their ordinary working hours. The amount of reimbursement will be an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked, had they not been on jury service.
- b) An employee shall notify the Centre Coordinator as soon as possible of the date upon which they are required to attend for jury service. Further the employee shall give their employer documentary proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

52) Study leave

- a) A worker is entitled to five (5) hours paid leave per week (maximum 35 hours per semester) to attend courses approved by the Centre Management Committee.
- b) Study leave may be accrued throughout the year to be taken prior to or for attendance



[Handwritten signature]

[Handwritten initials]

at exams or other forms of assessment, as a block of no more than five (5) days per semester.

53) Trade union training leave

- a) A worker is entitled to take 2 1/2 hours paid leave (non-cumulative) per month to attend courses run by the Union or the Trade Union Training Authority.
- b) The worker elected by the staff to be the union delegate is entitled to an additional two days to attend courses run by the Union or the Trade Union Training Authority.



PART VII – GRIEVANCE, COUNSELLING & DISCIPLINARY PROCEDURES, TERMINATION, INTRODUCTION OF CHANGE, AND REDUNDANCY

54) Grievance and dispute settling procedures

- a) The Centre and its workers recognise that individual and group problems arise from time to time and it's necessary to resolve these problems quickly. The Management Committee and the workers are committed to resolving grievances through open communication and in a manner consistent with cooperative work practices.
- b) In the interests of a harmonious and productive workplace the Centre requires that all workers attend conflict resolution training within the first 6 months of their employment and follow-up training at least every 2 years. All existing workers will attend conflict resolution training within 6 months of this Agreement and follow-up training at least every 2 years.
- c) Subject to subclause (d), a grievance includes a complaint or dispute and may relate to:
 - i) any condition of employment, or any provision of this Agreement, and the way its been applied by the Centre;
 - ii) a decision of the Centre Coordinator or Management Committee which affects a worker or group of workers;
 - iii) the behaviour or conduct of another worker or of a member of the Management Committee;
 - iv) any decision or action taken under the Counselling & Disciplinary Procedure of this Agreement ; or
 - v) any other matter that affects a worker in their employment.
- d) At all stages of the grievance process the Centre will ensure that the principles of natural justice are observed and employed.
- e) At all stages of the grievance process the Centre will ensure that the privacy of all affected workers are respected and confidentiality observed.
- f) The Centre recognises that some "disputes" between workers are more properly dealt with under the counselling and disciplinary procedure in respect of the conduct of one or more workers. An example would be harassment of one worker by another.
- g) Informal Process
 - i) Where a worker has a grievance which involves the conduct of another worker or workers, or a non-staff member of the Management Committee, it is generally to be expected the worker will discuss the matter with that person, or through staff meetings, before pursuing the formal steps of this grievance procedure.
 - ii) However, the Centre also recognises it is difficult in sensitive cases to expect a worker to confront a co-worker or Management Committee member over their behaviour or conduct. Similarly, having regard to the rights of individuals to privacy, disputes between workers should normally be raised at staff meetings on a consensus basis only.
- h) Formal process
 - i) Where a worker (or workers) has a grievance they should pursue the following steps and may have a representative of the Union, a co-worker or another person of their choice assisting them:
 - (A) *Step 1* The worker(s) can discuss the grievance with the Chair of the Management Committee, and another (non-staff) Executive member of the

workers choice with a view to resolving the matter.

(B) Step 2

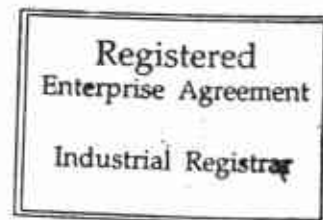
- (I) If the matter remains unresolved, the worker(s) should request the Chair to refer the grievance to the Management Committee, and the worker(s) should provide details of their grievance in writing, if they haven't already done this.
- (II) The Chair will convene a meeting of the non-staff members of the Management Committee within twenty eight (28) days. The Management Committee will attempt to resolve the matter as promptly as possible, in a manner consistent with natural justice principles and which allows all viewpoints to be considered.
- (III) If the parties agree the Committee may ask an independent person from outside the Centre to play a mediation role.
- (IV) If the grievance involves the conduct or behaviour of a non-staff member of the Management Committee, that member may be asked to leave for any period of time at the discretion of the meeting.

(C) Step 3

- (I) If the matter remains unresolved the Union in consultation with the worker(s) may lodge a dispute to the NSW Industrial Relations Commission.
- (II) Nothing in this grievance procedure prevents a worker or workers pursuing a complaint under any relevant state or commonwealth legislation, eg the Anti-Discrimination Act.

55) Termination of employment

- a) Termination of employment will not be harsh, unfair or unreasonable having regard to all the circumstances, including the personal circumstances of the worker.
- b) Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a position, it is deemed harsh, unjust and unreasonable to terminate employment on the grounds of race, colour, sex, marital status, sexual preference, age, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin.
- c) A worker's employment may be terminated by the Centre only through:
 - i) unsatisfactory probationary period
 - ii) summary dismissal;
 - iii) the counselling and disciplinary procedure;
 - iv) invalidity; or
 - v) redundancy.
- d) Subclauses (a), (b) & (c) will not apply in the case of a casual or fixed term worker whose employment ceases when the period they were employed for has ended.
- e) A worker will give 2 weeks notice of resignation or retirement.
- f) Upon termination of employment for any reason the Centre will give the worker a certificate of employment containing the following:
 - i) worker's name
 - ii) period of employment
 - iii) title of position
 - iv) salary scale
 - v) nature of work, including numbers of staff supervised, if applicable
 - vi) name of employer organisation



[Handwritten signatures and initials]

- vii) signature of the Chair or Secretary and dated

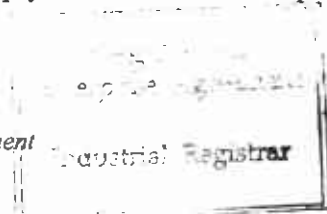
56) Counselling and disciplinary procedures

- a) Counselling and disciplinary action is aimed at improving the performance of a worker or correcting their behaviour, with a view to maintaining an appropriate standard of service by the Centre. A problem solving approach should be adopted, rather than a punitive one.
- b) The Centre will ensure that the principles of natural justice are observed and employed at all stages of the counselling and disciplinary process.
- c) Where the non-staff members of the Management Committee are satisfied that the worker's performance or behaviour is unsatisfactory the process set out in this section will be followed and the worker may have a Union representative, a legal adviser, a co-worker or another person of their choice assist them at all stages.

57) The Counselling and Disciplinary Process

- a) Step 1 Informal counselling
 - i) The Supervisor or the Centre Coordinator will meet with the worker and identify the area of unsatisfactory performance or behaviour. The worker must have outlined to them the standard of performance or behaviour that is expected of them and be given guidance as to how to meet that standard.
 - ii) It may be appropriate to canvass any training needs or support the worker may need. Follow up sessions may be appropriate and a review period could be set. The worker should have explained to them the implications of failing to meet the required standard of performance or behaviour.
 - iii) Although the Supervisor or Coordinator may record that the worker was counselled, no record is to be kept of the discussion during the counselling session.
 - iv) Step 1 may be missed if the issue of a worker's performance or behaviour is serious and demands formal action to be taken.
- b) Step 2 Formal Counselling
 - i) If the worker's performance or behaviour has failed to improve after step 1, or if the Centre Coordinator believes Step 1 is inappropriate, the worker will be formally counselled. The worker will be given two days advance written notice of the counselling session, which will be conducted by the Coordinator. The worker will be provided with a copy of this clause and any other policy or document the Centre has adopted relating to counselling or disciplinary action.
 - ii) In the event that formal counselling is instigated the Chairperson is to be informed of the proceedings and surrounding circumstances at each step of the process.
 - iii) The Management Committee may initiate formal counselling proceedings and nominate a person to conduct those proceedings in the place of or in conjunction with the Coordinator.
 - iv) Formal counselling will follow similar principles to informal counselling, but a record will be made. A copy of the counselling record will be given to the worker and another copy, witnessed and signed by the worker, placed on their personnel file. A time period will be set (preferably one the worker agrees to) during which the worker's performance or behaviour should improve and a review conducted at the end of that time. If the worker's performance or behaviour has improved, but not to the required standard, the Coordinator

- and/or nominated person may decide to a further review period.
- v) The record kept on the worker's personnel file will be destroyed after 6 months if there has been no recurrence of the problem in that time.
- c) Step 3 First written warning
 - i) If following formal counselling, either through a single session or several, the Coordinator and/or nominated person is satisfied the worker's performance has not reached the required standard of performance or behaviour, the Coordinator and/or nominated person should set a final review period and issue the worker with a written warning. The written warning should explain to the worker:
 - (A) the problem identified with the worker's performance or behaviour and the standard expected of the worker;
 - (B) the review period set;
 - (C) the remaining steps of the counselling and disciplinary procedures under this Agreement;
 - (D) should the worker's performance or behaviour not reach the standard expected of the worker the Coordinator will instigate action under Step 4 of this clause; and
 - (E) the potential that Steps 4, 5 & 6 of this clause may be instigated, leading possibly to dismissal.
 - d) Step 4 Second Written warning
 - i) If there is insufficient or no improvement within the review period the Coordinator and/or nominated person will issue the worker with a written notice which:
 - (A) sets out the remainder of the counselling and disciplinary procedure;
 - (B) sets out a further review period;
 - (C) identifies the problem with the worker's performance or behaviour and the standard expected of them; and
 - (D) warns the worker that if the problem persists they may be dismissed.
 - ii) A copy of the warning will also be placed on the worker's personnel file and it and any related documents will be destroyed if there is no recurrence of the problem within 6 months.
 - iii) The worker will be again counselled as to strategies to improve their behaviour or performance.
 - e) Step 5 Notice of Intention to Dismiss
 - i) If by the end of the review period the worker's performance or behaviour has not met the required standard, the worker will be given a final written notice stating that:
 - (A) their performance or behaviour has failed to reach the required standard;
 - (B) the Coordinator and/or nominated person is satisfied that good reasons exist to dismiss the worker.
 - (C) the worker has fourteen (14) days in which to give written cause why the non staff members of the Management Committee should not take the action specified at (b), above.
 - ii) The Chairperson in consultation with the Coordinator and/or nominated person may decide, given the circumstances of the worker's conduct or the implications for the Centre's operations, to suspend the worker with pay, pending the outcome of Step 6.
 - iii) The grievance procedure does not apply to a decision to suspend under this subclause.
 - f) Step 6 Dismissal



[Handwritten signature]

[Handwritten initials]

- i) At the end of the fourteen (14) days the non-staff members of the Management Committee will consider any oral and written submissions from the worker and decide whether to proceed with the dismissal, transfer or change in responsibilities and/or salary reduction specified in the final written warning and, subject to subclause (g), below, will give at least 14 days notice of any decision taking effect, or pay the worker in lieu of notice.
 - ii) After considering any submission by the worker, the non-staff members of the Management Committee may elect to dismiss or not to dismiss the worker.
 - iii) Any decision taken by the non-staff members of the Management Committee in the previous two paragraphs must be by a majority of two-thirds of those present and eligible to vote at the meeting.
 - iv) The affected worker is entitled to address the meeting and will be given written notice of the time, location and date of the meeting.
- g) Notice periods
- i) A worker is entitled to the following notice periods for any decision under this process to dismiss or to reduce salary:

According to the act.

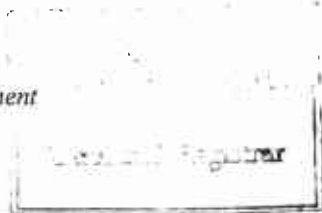
Period of Service	Under 45 years of age	Over 45 years of age
Less than 1 year	2 weeks	2 weeks
1 year and up to 3 years	3 weeks	3 weeks
3 years and up to 5 years	3 weeks	4 weeks
5 years and over	4 weeks	5 weeks

58) Summary dismissal

- a) Nothing in this Agreement limits the power of the Centre Management Committee to summarily dismiss a worker for serious misconduct, which may include willful disobedience, dishonesty, fraud, sexual harassment, physical assault, breach of confidentiality or abandonment of employment.
- b) Such a decision to summarily dismiss must be taken by a two-thirds majority of non-staff members of the Management Committee.
- c) The Executive may decide, given the circumstances of the worker's conduct or the implications for the Centre's operations, to suspend the worker with pay, pending a decision by the non-staff members of the Management Committee.
- d) The grievance procedure does not apply to any decision under this clause.

59) Invalidity

- a) The Centre may decide to terminate a worker's employment where the worker is permanently unfit for work in their current position or, if given appropriate training, would not be fit to perform alternative, available work within the Centre.
- b) Subclause (a) applies equally to a worker who is not permanently unfit but is expected to be temporarily unfit for a period of at least 2 years.
- c) The Centre will employ the principles of reasonable adjustment in considering the availability of alternative work for the worker. The Centre must also consider its obligations under the Disability Discrimination Act, the Anti-Discrimination Act and the Workers Compensation Act.



[Handwritten signature]

[Handwritten mark]

- d) Where the non-staff members of the Management Committee believe it may be appropriate to terminate a worker's employment under this section it will:
 - i) write to the worker advising them of the possibility of their employment being terminated and their associated rights, severance payments and other entitlements;
 - ii) invite within 14 days written or oral submissions by them or a representative of their choice;
 - iii) refer the matter to the non-staff members of the Management Committee for a decision; and
 - iv) advise the worker that they may lodge a grievance to the Management Committee (as set out in this Agreement) about the final decision or any other matter leading up to it.
- e) In deciding whether or not to terminate a worker's employment under this section the non-staff members of the Executive or Management Committee must rely on medical evidence and all other relevant circumstances. Any decision by the worker's superannuation fund to make or not make a payment for disability is relevant but not conclusive.
- f) If a decision is made to terminate employment on the grounds of invalidity the worker will be given 14 days notice of the decision taking effect, advised of the grievance process, and will be entitled to all unused sick leave and carers leave, as well as unused leave under subclause 38(a), plus the severance payments set out at table 2.
- g) Nothing in this section should be taken to make it compulsory for the Centre to terminate on the grounds of invalidity.

60) Redundancy and the introduction of change

- a) The Centre will notify and fully consult its workers and the Union in advance of any change, for example, in funding, budget allocation, technology, work practices, policy or work structure, that has the potential for significant effects on the employment status, classification, job responsibilities, re-training needs, job opportunities, tenure, hours of work or location of work of any worker. The Centre will make all efforts to avert or minimise disadvantage to individual workers.
The Centre will not take any preemptive action until comprehensive consultation with staff and the Union has taken place.
- b) Where the Centre, following consultation in accordance with sub-clause 60(a), decides that a specific worker's:
 - i) employment must be terminated through redundancy; or
 - ii) hours of work must be reduced; or
 - iii) classification and/or salary must be reduced;
 the Centre will immediately notify in writing the Union and the worker affected.
- c) The Centre shall discuss with the employees affected and the ASU, inter alia, the introduction of the changes referred to in subclause 60(a) hereof, the effects such changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the ASU in relation to the changes.
- d) A worker is entitled to at least four (4) weeks written notice before the Centre implements a decision referred to at Subclause (b), or implements a decision to significantly alter a worker's job responsibilities (where that change does not also involve a reduction in salary).
- e) A worker who is subject to a decision at subclause (b) is entitled to severance pay or

salary maintenance, whichever is appropriate, for the periods set out in table 2, in addition to the four (4) week notice period under subclause (d), regardless of the number of staff employed.

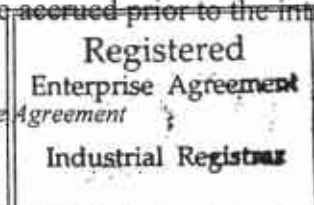
- f) Fixed term workers who have been employed for at least 12 months at the time of the decision to terminate employment are entitled to the full severance pay and notice period. Fixed term workers of less than 12 months employment are entitled to pro rata notice and severance pay.
- g) However, the combined period of notice and severance pay to a fixed term worker is to be reduced by the period it exceeds the end of the fixed term worker's contracted employment.
- h) A worker who was made redundant within the last 12 months will be given preference in employment to any advertised vacancy where they and another applicant are otherwise of equal merit.
- i) Within twelve (12) months of the redundancy occurring the centre will make every effort to notify that worker of any available position within the Centre which is the same or of similar work.
- j) A worker may terminate their employment before the end of the four (4) week notice period under subclause (d). The worker will still receive the severance pay or salary maintenance payments, but will not be paid out the remainder of the notice period.
- k) During the four (4) week notice period under subclause (d) a worker is entitled to one day per week on paid time to seek alternative employment.
- l) When a decision is made under subclause (b) to terminate a worker's employment, the Centre will notify the local office of the Centrelink (or its statutory successor) as soon as possible, giving relevant information including the number of workers affected, the timeframe involved and the nature of the work performed by the workers affected.
- m) The Centre may, in respect of a specific termination under this clause, apply to the NSW Industrial Relations Commission to reduce the severance payments at Table 2 on the basis of financial incapacity to pay. The Centre may not make such an application in respect of a worker who elects to take voluntary redundancy under subclause (c).

61) Union membership

- a) The Centre supports the role of the Union in representing workers and will encourage all existing and new workers to be members of the Union, and will provide all new workers with a Union membership application.
- b) The Centre will not obstruct legitimate union activity by workers or a Union official, will allow a reasonable time for union activities on paid time, including Union conferences or representative committees, and will not disadvantage or victimise workers involved in legitimate industrial action.
- c) The Centre will not refuse to a worker access to payroll deductions to the Union.
- d) The Centre will not discriminate against or disadvantage a worker, nor reduce or deny them their full employment rights and entitlements, in response to that worker participating in legitimate industrial action or union activity.

62) General Savings

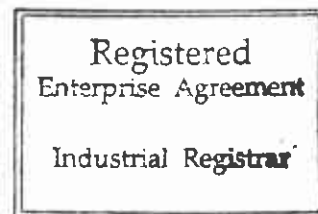
Nothing in this Agreement is to detrimentally affect or reduce the contingent rights to any form of leave which a worker may have accrued prior to the introduction of this Agreement.



A handwritten signature in dark ink, appearing to be initials or a name, located at the bottom right of the page.

63) Anti-discrimination clause

- a) It is the intention of the parties to this agreement to seek to achieve the object in sec 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- b) It follows that in fulfilling their obligations under the dispute resolution procedure set out in the agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- c) Under the anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- d) Nothing in this clause is to be taken to effect:
 - i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - ii) offering or providing junior rates of pay to person under 21 years of age;
 - iii) any act or practice of a body established to propagate religion which is exempted under sec 56(d) of the anti-discrimination Act 1977;
 - iv) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- e) this clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.



A handwritten signature in black ink, appearing to be "M. J. ...".

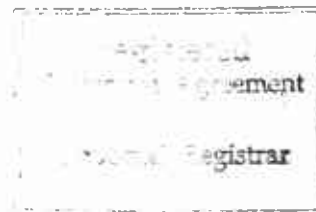
Handwritten initials in black ink, appearing to be "PL".

Table 1 Miscellaneous allowances and payments

Evening advice supervisors allowance	\$19.30
Maximum motor vehicle accident indemnity	\$300.00

Table 2 Redundancy, invalidity and salary maintenance payments

Length of continuous service by employee.	Rate for calculation of amount of severance payment.	
	If employee under 45 years of age	If employee 45 or more years of age.
Less than 1 year	Nil	Nil
1 year and more but less than 2 years	4 weeks' pay	5 weeks' pay
2 years and more but less than 3 years	7 weeks' pay	8.75 weeks' pay
3 years and more but less than 4 years.....	10 weeks' pay	12.5 weeks' pay
4 years and more but less than 5 years.....	12 weeks' pay	15 weeks' pay
5 years and more but less 6 years and more than 6 years.....	14 weeks' pay	17.5 weeks' pay
	16 weeks' pay	20 weeks' pay



[Handwritten signature]

[Handwritten signature]

SIGNATORY PAGE

Signed for and on behalf of
South West Sydney Legal Centre Inc.
By



DATED 13TH MARCH 2002

PETER LINDSAY

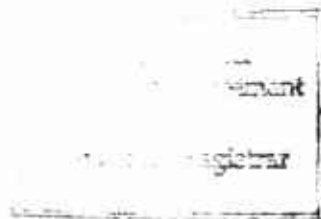
LARKIN

HON. TREASURER

Chairperson

Signed for and on behalf of
Australian Services Union
By

.....



SIGNATORY PAGE

**Signed for and on behalf of
South West Sydney Legal Centre Inc.
By**

.....

.....

**Signed for and on behalf of
Australian Services Union
By**


.....
LUKE FOLEY SECRETARY

